



Colonel Kedrick R. Wills
Director

Idaho State Police

Service since 1939



C.L. "Butch" Otter
Governor

ISP Contract Number ISP-18-063A

ADDENDUM

Re: Compensation for cellular phone use for [IC]² Fusion Liaison Officer Coordinator Jeff Wudarcki

This Addendum supplements and/or modifies the service agreement between the Idaho State Police (ISP) Jeff Wudarcki ("Contractor") of even date herewith ("Agreement").

APPROPRIATION BY LEGISLATURE REQUIRED: The ISP is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's legislature as may exist from time to time. The ISP reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the ISP to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the ISP's payments herein provided for shall be paid from Idaho State Legislative appropriations.

TERM OF AGREEMENT: The term of this agreement shall be for one (1) year commencing March 1, 2018 through January 1, 2019. Either party may terminate this agreement by giving no less than thirty (30) working days written notice to the other party.

LIQUIDATED DAMAGES: No liquidated damages will be paid to the contractor if this contract is terminated for cause. Termination for cause will only be considered by the ISP if there is a loss in appropriation, or if the contractor is found to be in default of not honoring the terms of the agreement and/or this addendum.

COMPENSATION: ISP shall pay Contractor within 30 days upon receipt and approval of monthly invoices for services rendered and compensation for maintaining cellular phone only. Payments to Contractor will be made upon submission of an invoice bearing the number of this agreement, and further describing the nature of the work performed and detailing the costs associated therewith.

- A. Payment for cellular phone compensation shall be made upon presentation of a monthly invoice with the notation of cellular phone compensation to:

Idaho State Police
Financial Services Office
700 S. Stratford Drive
Meridian, ID 83642

Telephone: (208)884-7030
Fax: (208)884-7093

INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the ISP, the State of Idaho and its employees from any and all claims, demands, and causes of action asserted against the ISP, the State of Idaho, and/or any of its employees by any person for physical injury or death, or for loss of or damage to property resulting from the Contractor's negligence or otherwise wrongful acts or omissions. The Contractor acknowledges and agrees that he/she is an "independent contractor", as referenced in Idaho Code §6-902(4), and shall under no circumstances be entitled to defense or indemnification by the State of Idaho or the Idaho State Police.

ENTIRE AGREEMENT: The terms and conditions set forth herein represent the full agreement, understanding and meeting of the minds of the parties, and are contractual in nature and not mere recitals.

GOVERNING LAW: All questions relating to the validity, interpretation, or performance of this agreement shall be determined in accordance with the laws of the State of Idaho.

DISPUTES: In the event any suit, action, or other proceeding arises under the terms of this agreement, or in connection with this or any other provisions of this agreement, the parties shall be responsible for their own attorney's fees and other costs incurred in that action or proceeding, including any appeal thereof.

SEVERABILITY: The provisions of this agreement are severable, and if any part of this agreement is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day and year first above written.

Marsi Woody
Marsi Woody
Financial Executive Officer

3/21/2018
Date

Jeff Wudarcki
Jeff Wudarcki

3/21/18
Date

